


Office Action Response  
Regarding 102 9849 02 A.

\* Corrected \*

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

<b>10/1/05</b>		<b>RECORDATION FC TRADEMA</b>		<b>10-11-2005</b>				Press(es) below.	
To the Director of the U. S. Patent and Trademark Office: Please									
<b>1. Name of conveying party(ies):</b> <u>Stephen Daniel Rogers</u>					<b>Receiving party(ies)</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>Shenergy Holdings Inc.</u> Internal Address: Street Address: <u>3601 Ocean View Blvd #</u> H City: <u>Glendale</u> State: <u>CA</u> Country: <u>US</u> Zip: <u>91208</u> <input type="checkbox"/> Association Citizenship <input type="checkbox"/> General Partnership Citizenship <input type="checkbox"/> Limited Partnership Citizenship <input checked="" type="checkbox"/> Corporation Citizenship <u>Delaware</u> <input type="checkbox"/> Other Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)				
<input checked="" type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: <input type="checkbox"/> Other Citizenship (see guidelines) Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No									
<b>3. Nature of conveyance /Execution Date(s):</b> Execution Date(s) <u>4/1/05</u> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other									
<b>4. Application number(s) or registration number(s) and identification or description of the Trademark:</b> A. Trademark Application No.(s) 1) Serial # <u>76-322278</u> 2) Serial # <u>76-129396</u> B. Trademark Registration No.(s) 1) Reg # <u>2741096</u> 2) Reg # <u>2555321</u> Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No									
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): 1) <u>Shenergy (filed 10/9/01)</u> 2) <u>Shenfolcs (filed 9/18/00)</u>									
<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Erica Eddleman</u> Internal Address: Street Address: <u>3601 Ocean View Blvd</u> <u>Unit #</u> City: <u>Glendale</u> State: <u>CA</u> Zip: <u>91208</u> Phone Number: <u>818-249-9141</u> Fax Number: <u>818-450-0119</u> Email Address: <u>erica.eddleman@stcglad.net</u>					<b>6. Total number of applications and registrations involved:</b> <u>2</u>				
					<b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> \$ <u>80</u> <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed - sent previous				
					<b>8. Payment Information:</b> a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number _____ Authorized User Name _____				
<b>9. Signature:</b> <u>Stephen D. Rogers</u> Signature <u>Stephen D. Rogers</u> Name of Person Signing					<u>9/20/05</u> Date Total number of pages including cover sheet, attachments, and document: <u>6</u>				

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003232 FRAME: 0903

## INTELLECTUAL PROPERTY ASSIGNMENT

INTELLECTUAL PROPERTY ASSIGNMENT (this "**Assignment**") is entered into effective as of February 5, 2003 (the "**Effective Date**"), by and between Stephen D. Rogers, an individual ("**Assignor**"), and Shenergy Holdings, Inc., a Delaware corporation ("**Assignee**").

### RECITALS

WHEREAS, Assignor is the owner of certain U.S. and international trademarks, tradenames, and registrations and applications therefor described in Exhibit A hereto (the "**Trademarks**");

WHEREAS, Assignor is also the owner of the copyrights, copyright registrations and applications for copyright registrations, including, without limitation, all renewals and extensions thereof described in Exhibit B hereto (the "**Copyrights**"); and

WHEREAS, Assignor is also the owner of all right, title and interest in and to the Internet domain names described in Exhibit C hereto (the "**Domain Names**"; the Domain Names, the Trademarks and the Copyrights are collectively referred to herein as "**Intellectual Property**").

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns and transfers the Intellectual Property to Assignee as follows:

**1. Assignment.** Assignor hereby conveys, assigns, sells, transfers and sets over unto Assignee, in exchange for payment in the amount of one hundred dollars (\$100.00), its entire right, title and interest in, to and under the Intellectual Property, together with any and all registrations and applications for registration of the Intellectual Property, and any and all rights to secure renewals, reissues and extensions of the Intellectual Property in the United States or any foreign countries, and all goodwill associated therewith, and all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

**2. Perfection; Attorney-in-Fact.** Assignee agrees to assist Assignor in every legal way to evidence, record and perfect the assignment of the Intellectual Property described in Section 1 above and to apply for and obtain recordation of, and from time to time enforce, maintain and defend, the Intellectual Property. If Assignor is unable for any reason whatsoever to secure Assignee's signature to any instrument to which it is entitled

under this Section 2, Assignee hereby irrevocably designates and appoints Assignor, as Assignee's agent and attorney-in-fact with full power of substitution to act for and on Assignee's behalf and Assignee's stead, to execute, deliver, record and perfect any such instrument or instruments and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignee.

**3. Further Acts.** Assignor agrees that it shall promptly take whatever actions are reasonably necessary, including, but not limited to, executing additional assignments as requested by Assignee, to assist Assignee in perfecting Assignee's rights to the Intellectual Property.

**4. Miscellaneous.**

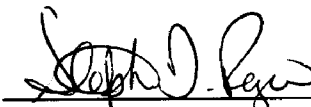
4.1 This Assignment shall be governed by, and construed and enforced in accordance with the laws of the State of California and the federal laws of the United States, without reference to principles of conflicts of law that might cause the laws of any other jurisdiction to apply.

4.2 This Assignment may be executed in counterparts, each of which, when executed, shall constitute one and the same agreement.

4.3 This Assignment will be binding upon, and shall inure to the benefit of, Assignor, Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned, has executed this Assignment below effective as of the Effective Date.

ASSIGNOR

By:   
\_\_\_\_\_  
Stephen D. Rogers  
President

Date: February 5, 2003

## **Exhibit A**

Trademarks  
(R) – registered  
all others common law rights

1. Shenrobics (R)
2. Shenergy (R)
3. Shenhealth
4. Shenwellness
5. Shenfitness
6. Shenproducts
7. Shentrition
8. Shenexpression
9. Shenwealth
10. Shenvision
11. Shenawareness
12. Shentonic
13. Shen Health
14. Shenergetics
15. Shen Life (application pending)
16. Shenology (application pending)
17. AMEN treatments
18. "The science of health and longevity"
19. "Perfect health here and now"
20. "Reach for It"
21. Conscious Creation
22. Exploring Human Potential
23. Conscious Evolution

## **Exhibit B**

### **Copyrights**

1. All rights in and to the Shen Life Course Manual, including, without limitation, the text, all related artwork and materials set forth therein, in each and every edition published.
2. All video and printed materials associated with the ShenRobics, ShenFitness, Shen Movement and Conscious Movement yoga routines, in each and every edition published.

## **Exhibit C**

### **Domain Names**

amen-shen.com  
amentreatment.com  
getshen.com  
shen-essentials.com  
shen-essentials.net  
shen-essentials.us  
shen-health.com  
shen-health.net  
shen-health.us  
shen-life.com  
shen-life.net  
shen-life.org  
shen-movement.com  
shen-movement.net  
shen-movement.us  
shenamen.com  
shenawareness.com  
shencenter.com  
shencenter.net  
shencenter.us  
shenconsciousmovement.com  
shenergetics.com  
shenhealth.com  
shenhealth.net  
shenhealth.us  
sheninstitute.com  
shenlife.us  
shenlifethecourse.com  
shenmedicinals.com  
shenmedicinals.net  
shenmedicinals.us  
shenmeds.com

shenmeds.net  
shenmeds.us  
shenologyinstitute.com  
shenproducts.com  
shenrelations.com  
shentrition.com  
shenvision.com  
shenwealth.com  
theamentreatment.com  
trueamen.com  
shenbalance.com  
shenalignment.com  
shentronics.com  
shenfitness.com  
shenconsciousness.com  
shencleanse.com  
shenbreath.com  
shenrobics.com